

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Fifth day of March in the year of our Lord, one thousand eight hundred & seven, between Thos. B. Trotter and Anna Trotter his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Smith Mortgage Co. of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

The South west quarter of Section thirteen (13) Township fifteen (15) Range twenty (20) East of the sixth 6th principal meridian containing one hundred and sixty acres (160) A. of land more or less according to Government survey

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Thos. B. Trotter and wife do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of Three thousand according to the terms of one certain note or bond this day executed

and delivered by the said Thos. B. Trotter and wife to the said part of the second part which said note or bond is due and payable March 22 1907 with interest payable semi-annually as shown by the coupons attached to said bond and numbered from one to ten both inclusive, Both principal and interest are payable at the First National Bank of Ottawa Kansas. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of the second part, executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said Thos. B. Trotter and wife or their heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part have hereunto set their hand and seal the day and year first above written.  
Signed, Sealed and Delivered in Presence of Thos. B. Trotter [SEAL] Anna Trotter [SEAL]

STATE OF KANSAS, }  
County of Douglas } ss.  
• BE IT REMEMBERED, That on this 9th day of March A. D. 1907, before me a Notary Public in and for said County and State, came Thos. B. Trotter and Anna Trotter, husband and wife, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.  
My Commission Expires 19-Nov-1910 W. B. Prinston Notary Public.

Filed for Record the 15 day of March A. D. 1907 at 11:00 o'clock A. M.  
W. B. Prinston Register of Deeds.  
By E. D. Cantelmy Deputy.

14 the following is an abridgement of the original instrument...  
Recorded Sept 12 1911  
Hoyd L. Lawrence  
Notary Public

The following is an abridgement of the original instrument...  
Recorded Aug 23 1909  
Thos. J. Lawrence